

LEASE NO. GS-11B-12585

Standard Lease
GSA FORM L201WH (June 2012)

INSTRUCTIONS TO OFFEROR: Do not attempt to complete this lease form (GSA Lease Form L201WH, hereinafter Lease Form). Upon selection for award, GSA will transcribe the successful Offeror's final offered rent and other price data included on the lease proposal form (GSA Lease Proposal Form 1364C, hereinafter Lease Proposal Form) into a Lease Form, and transmit the completed Lease Form, together with appropriate attachments, to the successful Offeror for execution.

This Lease is made and entered into between

AP Adler NVIP LLC
c/o Adler Realty Services, LLC

(Lessor), whose principal place of business is **1400 NW 107th Avenue 5th Place, Miami, FL 33172**, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

7351 Lockport Place I-M
Lorton, VA 22079

and more fully described in Section 1 and Exhibit F, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

Five (5) Years with [REDACTED]

subject to renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR



Name: Howard C. Huang

Title: Vice President

Entity Name: AP Adler NVIP LLC

Date: 5-30-13

FOR THE GOVERNMENT



Name: Tawanda Beverly

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 10/3/13

WITNESSED FOR THE LESSOR BY:

GSA STANDARD WAREHOUSE LEASE

INSTRUCTIONS TO OFFERORS: Do not attempt to complete this Lease Form (GSA Form L201WH). Upon selection for award, GSA will transcribe the successful Offeror's final offered rent and other price data included on the Lease Proposal Form (1364WH) into the Lease form, and transmit the completed Lease form, together with appropriate attachments, to the successful Offeror for execution.

SECTION 1 BASIC PROVISIONS

1.1 Parties (JULY 2012):

This Lease is made and entered into between

AP Adler NVIP LLC

("the Lessor"), a Delaware Limited Liability Company, and whose interest in the Property described herein is that of fee simple title owner or has a leasehold interest in the ground and outright ownership of the improvements for a term (including Lessor's renewal options) that is at least as long as the term of this lease, and

The United States of America

("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

1.2 PREMISES (JUNE 2012):

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

7351 I-M Lockport Place, Lorton, VA 22079

and more fully described in Exhibit F, together with rights to the use of the non-exclusive appurtenant areas, including, but not limited to parking, satellite dishes, antennas, and related transmission devices, and other areas as set forth herein.

The Premises are described as follows:

Warehouse and Related Space: **25,185** rentable square feet in accordance with ANSI/BOMA Standard Z65.2-2009 (for industrial buildings), not to include mezzanine space (hereinafter referred to as ANSI/BOMA RSF):

1.2(a) Warehouse Space: 25,185 ANSI/BOMA RSF, in a single-story building. The warehouse space **shall also include:**

1.2(b) Office Space: 3,000 ANSI/BOMA RSF (not including mezzanine area)

1.2(c) Lab Space: XX ANSI/BOMA RSF (not including mezzanine area)

1.2(d) Other Space (_____): XX ANSI/BOMA RSF (not including mezzanine area)

1.2(e) Total Space: XXX ANSI/BOMA RSF, plus **XX** usable square feet of mezzanine area

1.2(f) Loading Docks:

A minimum of **TWO (2)** loading dock(s) shall be provided for the exclusive use of the Government. The dock configuration shall be **TRADITIONAL**. Each dock shall be equipped with **hydraulic dock levelers** and two molded rubber bumpers (at least 6 inches by 12 inches by 14 inches) and heavy-duty bump blocks (the dock must be fully protected with edge guards and dock bumpers). Each dock shall also be equipped with dock seals to prevent the exchange of air from indoors to outdoors and vice versa. The entire loading dock bay should be enclosed unless otherwise specified by Lessee. Any open loading docks must be covered at least 1,200 mm (4 feet) beyond the edge of the loading dock platform over the loading berth. The entrances and exits at loading docks and service entrances should be provided with a means to reduce the infiltration of outside debris into the building. Sufficient ventilation must be provided to remove carbon monoxide even when doors and windows are shut. Ventilation air intakes must be at least 25 feet away from loading docks, garage entries, and similar carbon monoxide contamination points. Docks shall be separated by at least 50 feet in any direction from utility rooms, utility mains and service entrances including electrical, telephone/data, fire detection/alarm systems, fire suppression water mains, cooling and heating mains, etc. All regular and emergency fuel storage locations shall be located away from loading docks. All dock wells shall be level throughout. Each dock shall have a **motorized automatic roll-up, coiling type** door with lock. Each loading dock shall be equipped with adjustable lights capable of illuminating the truck or van interior. Each dock shall have either a trailer lock or wheel chocks chained to the platforms. ~~Where specified by Lessee on Exhibit XX (Floor Plans), a ramp must be provided from the loading dock down to the vehicle parking area to facilitate deliveries from small trucks and vans.~~ This ramp must have a maximum 8.3% slope. Public and loading dock access must not be from the same point of access (at least one personnel door shall be provided in addition to overhead doors).

Lessor shall, as part of shell rent, make all necessary repairs and replacements to the loading docks, ramps, levelers and all other associated equipment and features.

All docks shall provide shelter to people and materials in inclement weather. Operating controls for individual dock doors, dock levelers and lights shall be located on the interior wall adjacent to each dock door.

The loading dock area shall be nearly flat with a 1:50 slope for drainage. The minimum headroom in the loading berth and apron space is 4,600 mm (15 feet). When a steeper slope is required in the apron area, the headroom must increase with a gradient allowance to permit trucks to traverse the grade change. If the approach to the loading dock is ramped, the design must permit easy snow removal.

Service dock access may be from an alley, from a below grade ramp, or from a site circulation drive. Sufficient space must be provided for an **18 wheeler truck** to maneuver and service the facility, and also to screen the service drive as much as possible. At a minimum, a truck turning radius of **45 feet** sized for **eighteen wheeler** trucks shall be provided for all loading docks. The service drive must always be separated from access to the parking area. One-way design for service traffic is preferred in order to avoid the need for large turning areas. The service area of the facility must not interfere with public access roadways.

At least one off-street berth for loading and unloading shall be provided. Loading berths must be located adjacent to the loading dock areas. Unless otherwise specified by local zoning regulations, a single berth must be a minimum of 4,600 mm (15 feet) wide and sized for the longest vehicle servicing the building as determined by Lessee. Additional loading berths do not need to be wider than 3,600 mm (12 feet) if they are contiguous with another loading berth. An apron space must be provided in front of the loading berth for vehicle maneuvering equal to the length of the berth plus 600 mm (2 feet). The apron must be relatively flat and have positive drainage with a minimum slope of 2%. The minimum headroom in the loading berth and apron space is 4,600 mm (15 feet). If programming forces a steeper slope in the apron area, the headroom should increase with a gradient allowance to allow trucks to traverse the grade change.

Loading dock areas must be separated and visually screened (wherever practical) from the main public building entrance(s). An internal staging area must be provided adjacent to the loading dock. The staging area must not interfere with emergency egress from the building however, loading docks are not to be used as the emergency egress paths from the building. Loading docks must have a direct route to freight elevators (if any) and be sized to accommodate the transport of supplies, equipment replacement parts, and building goods. If provided for, a dock manager's room must have visual control of the entire dock area as well as the building entrance and exit. Service circulation must be separated from public areas such as lobbies, corridors and elevators. Loading dock stairs must be on the driver's left when backing into the dock. The grade of the apron must slope away from the loading dock and shall not exceed an 8.3% slope.

Trash rooms must be located adjacent to loading docks or service entrances. Trash rooms must be sized to accommodate the trash handling equipment required and provide storage for trash and recycling generated during three day occupancy of the building. Space must be allowed for sorting and recycling of paper, bottles and cans, metals, and other materials. Facilities that use trash containers that are picked up by vendors must have at least one loading berth for the trash container.

See special requirements section for additional information concerning the size of trucks to be accommodated, turning radius, drive in doors, etc.

1.2(g) Clear Ceiling Height:

A minimum of **22,000** ANSI/BOMA RSF of warehouse space must have a clear ceiling height of **18 feet 00 inches**. This is measured from the lowest obstruction to the floor. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. (Also see loading dock language in Section called "Building Conditions")

1.2(h) Bay width, bay depth and column spacing: INTENTIONALLY DELETED

~~Bay Width: XX' XX" minimum to XX' XX" maximum (the distance from one side of the bay to the other side of the bay in linear feet and inches)~~

~~Bay Depth: XX' XX" minimum to XX' XX" maximum (the distance from the front of the bay to the back of the bay in linear feet and inches)~~

~~Column Spacing: Columns shall be within XX' XX" to XX'XX" linear feet apart.~~

1.2(i) Floors and Floor Loads:

All adjoining floor areas shall be of a common level, and meet ASTM Standard E1155, with a minimum **Ff35** and **FL25** Warehouse areas shall have a minimum live load capacity of **200** pounds per square foot. Written certification of the floor load capacity, at no cost to the Government, by a registered Professional Engineer may be required. Calculations and structural drawings may also be required. Floor Sealant: Warehouse concrete flooring sealer consisting of a concrete prime coat (xylene/organic silicones) and moisture curing polyurethane membrane shall be applied to the entire floor area to minimize dust accumulation during normal warehouse operations.

1.2(j) Heating, Ventilation, Air-conditioning and Humidity Control:

(1) Warehouse areas: Temperature control for all warehouse areas shall be provided by ceiling mounted heating equipment capable of maintaining a minimum temperature of 55 degrees Fahrenheit (with all doors closed) throughout the warehouse area during the heating season regardless of the outside temperature. Unit heaters shall be controlled by individual thermostats mounted in the area of the unit heaters, or controlled from a central master time clock of the 7-day type with a separate manual overdrive switch (12 hours) or other automatic means to permit setback of temperature at night and on weekends. All controlled thermostats shall be capable of locking to prevent adjustment by unauthorized persons, and shall be secured from manual operation by key or locked cage. A key shall be provided to the LCO. Central air rotation units will be acceptable if loading dock areas are equipped with unit heaters for direct heating over doors. In the warehouse area, unit heaters shall be mounted tight to the ceiling for maximum headroom. Lessor shall provide ventilation/air circulation in accordance with the latest version of ASHRAE 62.1.

Office areas: Temperature control for non-warehouse areas shall be provided by concealed central heating and air conditioning equipment capable of maintaining a temperature of 72 degrees Fahrenheit (+/- 1F) during heating season and 75 degrees Fahrenheit (+/-1F) during air-conditioning season. Warehouse and Office areas: HVAC systems must conform to the IBC, (International Building Code), or the locally approved building code.

A. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates. A copy of the report on the ductwork's condition shall be furnished to the Government.

B. During working hours in periods of heating and cooling, ventilation shall be provided for the office area(s) in accordance with the latest edition of ANSI/ASHRAE Standard 62.1, *Ventilation for Acceptable Indoor Air Quality*.

C. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ASHRAE Standard 62.1. Filters in the warehouse use area shall have a minimum MERV efficiency of 6. Pre-filters (if any) and final filters in any finished areas (e.g., office or lab space) shall have a MERV efficiency in accordance with AHRAE 62.1.

D. Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour. The exhaust fan systems shall be provided with a 24/7 seven day clock to allow programming.

1.3 EXPRESS APPURTENANT RIGHTS (AUG 2011)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. Automobile Parking:

One (1) parking space(s) for automobiles as depicted on the plan attached hereto as Exhibit G of which **1** space shall be marked as reserved for the exclusive use of the Government. In addition, the Lessor shall provide such additional automobile parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property. All spaces must be secured and lit in accordance with the Security Requirements set forth in this Lease. The cost of this parking shall be included as part of the rental consideration.

B. Semi-Trailer Staging Area/Parking:

1 parking space sized for **eighteen wheeler** semis and **box** trucks as depicted on the plan attached hereto as Exhibit G of which **1** shall be reserved for the exclusive use of the Government and, **If required by the Government**, shall be secured with a fenced-in area with a 10 foot high fence with barbed wire angled outward in the location depicted on Exhibit G attached to this Lease. In addition, the Lessor shall provide such additional truck parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

C. Antennas, Satellite Dishes, and Related Transmission Devices:

D. Route:

(1) At least one accessible route having no steps or abrupt changes in level shall connect with all accessible elements, spaces, buildings, and courses of passage. The minimum clear width of an accessible route shall be 36 inches. If an accessible route is less than 60 inches in width then it shall have level passing zones, spaced at no more than 200 feet apart, measuring a minimum of 60 inches by 60 inches.

(2) Objects projecting from walls with their leading edges between 27 and 80 inches above the finished floor shall protrude no more than 4 inches into an accessible route. Freestanding objects mounted on posts or pylons may overhang 12 inches maximum from 27 to 80 inches above the ground or the finished floor. Objects mounted with their leading edges at or below 27 inches above the finished floor may protrude any distance. However, no protruding objects shall reduce the clear width of an accessible route or maneuvering space. If vertical clearance of an area adjoining an accessible route is reduced to less than 80 inches, a barrier to warn blind or visually impaired persons shall be provided.

(3) Mechanical rooms and spaces which are not normally frequented by the public or occupants and are not part of an accessible or emergency route are excepted and need not be accessible.

(4) Gratings in a route surface shall have spaces no wider than 1/2 inch in one direction and shall be placed so that the long dimension of openings is perpendicular to the dominant direction of travel.

E. Ramps:

Any part of an accessible route with a slope greater than 1 foot rise in 20 feet shall be considered a ramp. Where ramps are necessary, they shall have a non-slip surface with a slope no greater than 1 foot rise in 12 feet. Ramps must have a minimum clear width of 3 feet with level landings at the top and bottom of each ramp run. Each landing shall be at least 5 feet in length and as wide as any ramp run leading into it. The maximum rise for any run shall be 30 inches. Intermediate landings for turning ramps shall measure a minimum of 5 feet by 5 feet. Handrails complying with "HANDRAILS" shall be provided on both sides of all ramps with a vertical rise greater than 6 inches. Ramps with drop-offs shall have curbs (minimum 2 inches high), walls, railings or projecting surfaces. Curb ramps shall be provided wherever an accessible route crosses a curb. Curb ramps shall not interfere with walks or vehicular traffic. The maximum slope of a curb ramp shall be a 1 inch rise per 12 inch run. The maximum length of a curb ramp shall be 6 feet with a minimum width of 36 inches, exclusive of flared sides. If no other alternative is feasible, accessible platform lifts may be used in lieu of a ramp or elevator. Lifts shall have accessible controls and clearances, shall comply with applicable safety regulations, and should facilitate unassisted entry and exit.

1.4 LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

Five (5) Years with [REDACTED], (5 Years firm/guaranteed),

Subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by the Government. However, the Government agrees not to contaminate the leased space and the associated improvements; and will be responsible for the cleanup of any contamination resulting from its occupancy. The commencement date of this Lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the space by the Government.

1.5 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time, effective after the firm term of this Lease by providing not less than 180 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.6 RENEWAL RIGHTS (AUG 2011)

This Lease may be renewed at the option of the Government for a term of [REDACTED] at the following rental rate(s)

	OPTION TERM, YEARS [REDACTED]	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	[REDACTED]	[REDACTED]
REAL ESTATE TAXES	ESCALATION OVER THE (ORIGINAL TERM) BASE	N/A
OPERATING COST	OPERATING COST BASIS SHALL CONTINUE FROM [REDACTED] OF EXISTING LEASE TERM. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

provided notice is given to the Lessor at least 180 days before the end of the original lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term.

1.7 RENT AND OTHER CONSIDERATION (JUNE 2012)

A. The Government shall pay the Lessor base annual rent, payable in monthly installments in arrears, net of electrical services, at the following rates:

	FIRM TERM		NON FIRM TERM	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$214,072.50	\$8.50	\$248,072.25	\$9.85
TENANT IMPROVEMENTS RENT ¹	\$ 39,238.23	\$1.5580	\$ 0	\$0
OPERATING COSTS (EXCLUDES REAL ESTATE TAXES)	\$ 29,344.28	\$1.1651	\$ 29,344.28	\$1.1651
BUILDING SPECIFIC SECURITY ²	\$ 300.00	\$0.0119 ³	\$ 0	\$0 ³
REAL ESTATE TAXES	ESCALATION OVER THE BASE	N/A	ESCALATION OVER THE (ORIGINAL) BASE	N/A
TOTAL BASE ANNUAL RENT	\$282,955.01	\$11.235	\$277,416.53	\$11.0151

¹The Tenant Improvement Allowance is amortized at a rate of 0.00 percent per annum over 5 years.
²Building Specific Security Costs are amortized at a rate of 0.00 percent per annum over 5 years.
³Rates may be rounded.

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 25,185 ANSI/BOMA Standard Z65.2-2009 rentable square feet (RSF) based upon the methodology outlined under the "Payment (Sep 1999) (Variation)" paragraph hereof.

C. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

D. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of this Lease. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR) (See also the "Central Contractor Registration (Oct 2003) (Variation)" paragraph in this Lease and Central Contractor Registration (Jan 2007) in Form 3518A (Representations and Certifications) attached hereto and made a part of this Lease. If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

1.8 TENANT IMPROVEMENT ALLOWANCE (AUG 2012)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is **\$7.79** per ANSI/BOMA RSF. The TIA is the amount that the Lessor shall make available for the Government to be used for the TIs. This amount is amortized in the rent over the firm term of this Lease at an annual interest rate of **0.00%** percent.

1.9 TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2011)

A. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the firm term or a rental abatement equal to the amount of unamortized TIA.

B. The Government shall have the right to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the firm term of the Lease, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining unamortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the firm term of the Lease.

- C. If it is anticipated that the Government will spend more than the allowance identified above, the Government shall have the right to either:
1. Reduce the Tenant Improvement requirements;
 2. Pay lump sum for the overage upon substantial completion in accordance with the lease paragraph entitled "Acceptance of Space and Certificate of Occupancy;" or
 3. Negotiate an increase in the rent.

1.10 TENANT IMPROVEMENTS - GENERAL (JUN 2012)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, only those requirements designated as TIs within this section, or designated as TI within the attached Agency Special Requirements and Additional Security Requirements, shall be deemed to be TI costs. All other items shall be considered Shell costs.

1.11 TENANT IMPROVEMENT FEE SCHEDULE (JUNE 2012)

For pricing TI Costs as defined herein, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (\$ PER ANSI/BOMA RSF OR % OF TI CONSTRUCTION COSTS)	10%
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	1.5%
GENERAL CONDITIONS	6%
GENERAL CONTRACTORS FEE	2%

A. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

B. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in "Paragraph 1.2, The Premises" created herein;
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities (with the exclusion of **electrical service which shall be separately metered and paid by the tenant**), maintenance required for the proper operation of the Property, the Building, and the Leased Premises, in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements and improvements required to be made thereto to meet the requirements of this Lease. The Government shall be responsible for paying the cost of **electrical service** directly to the utility provider. The Lessor shall ensure that such utilities are separately metered. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub-meters are not acceptable. The Lessor shall furnish in writing to the LCO, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements.

1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUNE 2012)

As of the lease award date, the Government's percentage of occupancy, as defined in the "Real Estate Tax Adjustment" clause of this lease is **4.4042%** percent. The percentage of occupancy is derived by dividing the total Government space of **25,185** RSF by the total building space of **571,837** RSF.

See also "Real Estate Tax Adjustment" in Section 2

1.13 REAL ESTATE TAX BASE (JUNE 2012) INTENTIONALLY DELETED

The real estate tax base, as defined in the "Real Estate Tax Adjustment", Section 2 clause of the Lease is ~~XXX~~.

1.14 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be **\$1.1651** per rentable sq. ft (**\$29,344.28/annum**).

A. Lessee's share of tenant operating expenses: four and four tenth of a percent (4.4042%) as determined by pro rata rentable square footage of the Premises as compared to the total rentable square footage of the Building or other criteria as described in Section 1.12.

(See also Operating Costs Adjustment. Section 2)

1.15 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. **CBRE, INC** ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is **5** and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only **5** of the Commission will be payable to **CBRE, INC** with the remaining **5**, which is the "commission credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully this commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment **\$23,579.58** minus prorated commission credit of **5** equals **5** adjusted 1st Month's Rent.*

Month 2 Rental Payment **\$23,579.58** minus prorated commission credit of **5** equals **5** adjusted 2nd Month's Rent.*

* Subject to change based on adjustments as provided in this Lease

1.16 PAYMENT OF BROKER (JULY 2011)

If GSA awarded the Lease through its Broker, the Lessor shall pay GSA's Broker its portion of the commission one half upon lease award and the remaining half upon acceptance of the Space. "Its portion of the commission" means the agreed-upon commission to GSA's Broker minus the commission credit specified in the Lease or Lease Amendment.

1.17 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.

1.18 DOCUMENTS INCORPORATED IN THE LEASE (JUNE 2012)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
AMENDMENT NO. 1	1	A
AMENDMENT NO. 2	2	B
AMENDMENT NO. 3	2	C
RIDER #1 - FIRE PROTECTION AND LIFE SAFETY	2	D
RIDER #2 - PARKING AND STAGING AREA FENCE	1	E
FLOOR PLAN(S)	1	F
PARKING PLAN(S)	1	G
GSA FORM 1217	2	H
AGENCY SPECIAL REQUIREMENTS	4	I
SECURITY REQUIREMENTS	2	J
SECURITY UNIT PRICE LIST	2	K
Prelease Fire and Life Safety Evaluation Part A & B	15	L
Small Business Subcontracting Plan	13	M
General Clauses (GSA Form 3517b)	46	N
REPRESENTATIONS & CERTIFICATIONS (FORM 3518A)	10	O

1.19 BUILDING IMPROVEMENTS (JUN 2012)

The Lessor shall complete the following additional Building improvements prior to acceptance of the Space:

- A. Each dock shall have a motorized automatic roll-up, coiling type door with lock in accordance with Section 1.02C of the RLP;
- B. Each dock shall be equipped with a hydraulic dock leveler in accordance with section 1.02C of the RLP;
- C. All items included in Rider #1.

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (JUN 2012)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. The building(s) situated on the Property in which the Premises are located shall be referred to as the Building(s).
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the Commission Credit.
- E. Common Area Factor (CAF). The Common Area Factor (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF - 10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. Contract and contractor means Lease and Lessor, respectively.
- G. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- H. FAR/GSAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- I. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- J. Lease Term Commencement Date. The Lease Term Commencement Date means the date on which the Lease term commences.
- K. Lease Award Date. The Lease Award Date means the date that the Lease is executed by the LCO (and on which the parties' obligations under the Lease begin).
- L. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section I of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- M. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- N. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone